

TFC Contract No. 18-133-000
Surveying and Mapping, LLC (SAM)
Assignment No. 3
Project No. 17-002-0405

**INDEFINITE DELIVERY INDEFINITE QUANTITY
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
SURVEYING AND MAPPING, LLC (SAM)**

TFC CONTRACT NO. 18-133-000

ASSIGNMENT NO. 3

THIS INDEFINITE DELIVERY INDEFINITE QUANTITY ASSIGNMENT NO. 3

(hereinafter referred to as "Assignment No. 3" or "Assignment") is entered into by and between the Texas Facilities Commission, located at 1711 San Jacinto Boulevard, Austin, Texas 78701 (hereinafter referred to as "TFC") and Surveying and Mapping, LLC (SAM) located at 4801 Southwest Parkway, Building Two, Suite 100, Austin, Texas 78735 (hereinafter referred to as "PSP") (TFC and PSP are hereinafter referred to individually as a "Party" or collectively as "Parties"), to be subject to the terms and conditions that follow:

DESCRIPTION OF PROJECT: The project for which PSP agrees to provide Professional Services is generally described as providing utility mapping and vacuum excavation services at the Department of Public Safety Bryan District Office located at 2571 North Earl Rudder Freeway, Highway 6, Bryan, Texas. Services shall include, but are not limited to: (i) pothole services at one (1) location at the Southwest corner of the building; (ii) associated designating mapping services to an additional location at the South side of the building; and (iii) additional spot grade elevations of the front entry at the North side of the building and entry at Porte Cochere on the West side of the building to tieback to original benchmark (hereinafter referred to as the "Project"), as further depicted in "Exhibit A-3," PSP's IDIQ Assignment No. 3 Proposal No. 1019051506 dated November 22, 2019, attached hereto and incorporated herein for all purposes and consisting of nine (9) pages.

DURATION OF ASSIGNMENT: The scope of services of this Assignment No. 3 shall be completed no later than December 31, 2020, unless terminated earlier as provided in Section 3.2 of the Agreement. The schedule is subject to adjustments for possible time extension; however, any extension of time must be approved by the TFC and shall require an amendment to Assignment No. 3.

SPECIAL TERMS AND CONDITIONS OF ASSIGNMENT: Terms and conditions shall be in accordance with the Agreement, any Special Conditions, and with this Assignment No. 3.

SUB-CONTRACTORS TO BE UTILIZED FOR PROJECT: PSP shall perform the services under this Assignment No. 3 with its own forces unless otherwise specified. If the scope of services is less than \$100,000.00, a HUB Subcontracting Plan (HSP) is not required. If the scope of services will exceed \$100,000.00, PSP shall submit an HSP for approval pursuant to Section 11.2 of the Agreement.

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FEE FOR BASIC SERVICES: Fee for the services set forth in this Assignment No. 3 shall not exceed the sum of Eighteen Thousand Six Hundred Six and 72/100 Dollars (\$18,606.72). No more frequently than once per month, PSP shall submit a Pay Application to TFC for services performed and reasonable and necessary costs and expenses incurred through the last day of the previous month. Any reimbursable expenses, if allowed, shall be in accordance with Section 4.6 of the Agreement.

IDENTIFICATION OF PSP PROJECT MANAGER AND ALL SUBCONTRACTOR:

For this Assignment No. 3, PSP shall identify the Project Manager, PSP's employees and all subcontractors assigned to this project on the List of Project Manager and Subcontractors (hereinafter referred to as the "List"), attached hereto and incorporated herein for all purposes as "Exhibit B-3."

TFC reserves the right to approve the appointment of the PSP Project Manager and to demand that the Project Manager, and any of PSP's employees or subcontractors, be removed and replaced if, in the sole opinion of TFC, their performance on this project or any other projects, is and/or was inadequate or their continued involvement with the Project is, will, or has become detrimental to the timely and successful completion of the project.

The Project Manager and Subcontractors identified in the List shall not be replaced by PSP, nor shall any other subcontractors be engaged by PSP, unless prior written consent is obtained from TFC, which consent shall not be unreasonably withheld, conditioned, or delayed.

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ENTIRE AGREEMENT AND MODIFICATION: The Agreement and this Assignment and their integrated attachment(s) constitute the entire agreement of the Parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Assignment specifically displays a mutual intent to amend a particular part of this Assignment, general conflicts in language between any such attachment and this Assignment shall be construed consistently with the terms of this Assignment. Unless otherwise expressly authorized by the terms of this Assignment, no modification, renewal, extension, or amendment to this Assignment shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

This Assignment shall be effective as of the date of the last Party to sign.

TEXAS FACILITIES COMMISSION SURVEYING AND MAPPING, LLC (SAM)

By: DocuSigned by:
Mike Novak
B1C9FC0A8020417...

Mike Novak

Executive Director

Date of execution: 02/24/2020 | 4:48 PM CST

By: DocuSigned by:
Patrick A. Smith
F0137A85E84C446...


Patrick A. Smith

Vice President

Date of execution: 02/24/2020 | 3:37 PM CST

GC 

Dir 

DED 

TFC Contract No. 18-133-000
Surveying and Mapping, LLC (SAM)
Assignment No. 3
Project No. 17-002-0405

EXHIBIT A-3

**PSP'S IDIQ ASSIGNMENT NO. 3 PROPOSAL NO. 1019051506
DATED NOVEMBER 22, 2019**

TFC Contract No. 18-133-000

Exhibit 3

Assignment No. 3



Surveying And Mapping, LLC
4801 Southwest Parkway, Building Two, Suite 100, Austin, TX 78735
Ofc 512.447.0575 Fax 512.326.3029
info@sam.biz www.sam.biz TX Firm # 10064300

Via Email: Cheryl.Taylor@tfc.state.tx.us

November 22, 2019

Cheryl Taylor
Texas Facilities Commission
1711 San Jacinto Boulevard
Austin, Texas 78701

**RE: DPS Bryan District Office R4
SAM Proposal No.: 1019051506**

Dear Ms. Taylor:

Surveying And Mapping, LLC (SAM) appreciates the opportunity to provide this revised proposal for utility mapping and vacuum excavation services to the Texas Facilities Commission (TFC) for your Bryan District Office renovation project. SAM proposes to provide this work under the terms and conditions of our IDIQ Professional Services agreement No. 18-133-000 with the Texas Facilities Commission.

If you have any questions or comments regarding the attached scope of services, fee, or delivery schedule, please do not hesitate to give me a call.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ashlin Day", is written over a blue horizontal line.

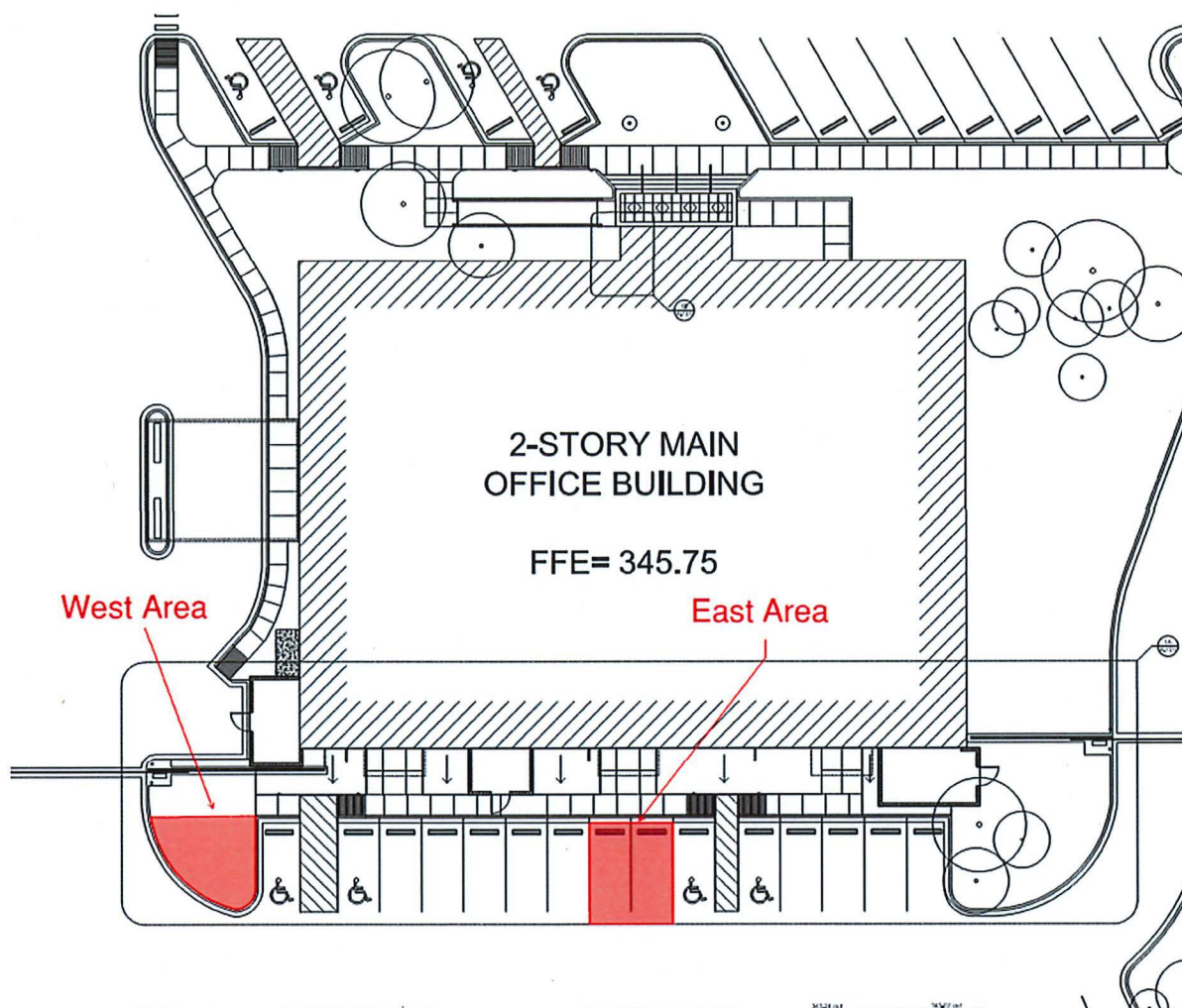
Ashlin Day
Project Manager
Surveying And Mapping, LLC (SAM)
512-354-6348
aday@sam.biz

cc: Greg Schmidt, Associate/ Sr. Project Manager
Mike Rice, Austin SUE Operations Manager



PROJECT OVERVIEW

Surveying And Mapping, LLC (SAM) proposes to provide utility mapping service within the East Area and vacuum excavation service within the West area only as shown below in Exhibit A. The project site is located at 2571 North Earl Rudder Freeway (Highway 6) in Bryan, Texas. The work is being performed to support the design and construction of drainage improvements in and around the project site.





ASSUMPTIONS

The following assumptions were made for the preparation of this Scope of Services. If these assumptions do not prove correct, a modification to the scope and budget for this project may be required.

- The accuracy of subsurface data can be influenced by factors beyond our control such as conductivity of materials and their surroundings, soil moisture content, proximity of other underground utilities or structures, depth of utility, etc. Therefore, only the accuracy of data obtained by actual physical verification (through vacuum excavation or otherwise) can be guaranteed to applicable engineering and/or surveying standards.
- Paint markings placed on the ground by SAM are to be used for design purposes only, not for construction. The use of designating information provided does not relieve any contractor or the TFC from the duty to comply with applicable utility damage prevention laws and regulations, including, but not limited to, giving notification to utility owners or One-Call centers before excavation. SAM will not be responsible for any omission of utility information that is not obtainable via electromagnetic designating methods.
- Non-metallic piping such as PVC irrigation lines, clay/concrete piping, inactive electric and/or communication lines may or may not be found by electromagnetic designating practices. SAM does not warrant and/or guarantee that all existing utilities will be found.
- The Client will provide a DGN or DWG electronic file of recent 2D planimetric mapping showing the existing right-of-way and/or easements, etc. and/or limits of the subsurface utility information to be collected. This file will be used as background information and as part of our deliverables to the Client for this project.
- The scope of services for this project does not include SAM establishing and/or re-establishing existing horizontal and vertical control. If this work is required it will be provided as an additional service.
- The Client will provide all site survey control data prior to project mobilization.
- The Client will provide SAM with record information and profile drawings of all the utilities within the project site the Client has available.
- Survey Feature Codes will be shown as per SAM current Feature Library and Line Styles.
- SAM will not be working in any hazardous or contaminated areas. If SAM employees on site discover hazardous or contaminated areas in the course of their work, they will cease work and SAM will coordinate with the Client immediately.
- All work will be performed during daytime hours.
- The Client will be the liaison for the SAM field crews to access the Project Work Area.
- SAM will be notified, prior to mobilizing of any special requirements for access and the performance of the work on the project.
- SAM Personnel will have unrestricted access to the work areas and any adjacent areas on a ten (10) hour per day basis for each day approved to perform work.
- SAM will provide normal traffic control for designating services. This includes standard placement of traffic cones, freestanding warning signage and vehicle-mounted traffic directional sign. Traffic control requiring lane closures, traffic detouring, flagging operations, police, etc., are considered special traffic control measures. If special traffic control is to be provided by SAM this service will be subcontracted to an approved subcontractor and billed to the Client at cost.
- SAM assumes that permitting will not be required to conduct this work and any time and cost associated with permitting through any authority are not included in this fee.
- SAM assumes that we will have access to any areas inside or outside of the adjacent building (with escort, if necessary) that may be related to the target utilities. This will be necessary to allow us to conduct a full utility investigation of the site.



- SAM assumes that no concrete coring or pavement demolition and restoration will be needed for this project.
- Fees associated with hydro-excavation spoils disposal, import of backfill or other task related expenses will be passed through to the client at cost + any man-hours required to execute the work.

SCOPE OF SERVICES

Designating Service (Horizontal Location of Utilities) - Designating is to indicate, by marking with paint, the presence and approximate horizontal location of subsurface utilities using geophysical prospecting techniques. SAM will provide the following designating services to aid the Client in the design of site, ROW, construction plans or project development plans, or for other purposes as agreed to by the parties. SAM will:

- Provide up to 8 hours of utility designating within the two area project limits, as depicted in Exhibit A.
- Provide all equipment, personnel and supplies required for performing designating services. SAM shall determine which equipment, personnel and supplies are required to perform these designating services.
- Electronic depth measurements will be collected for all designated facilities within the East Area.
- Conduct appropriate investigation of site conditions.
- Mark the utilities on the ground to be surveyed. SAM will provide survey crew to collect all field data marked by SAM designating crews only.
- Analyze and correlate all of the field-collected information with the collected record information for ensuring continuity of the information collected.

Vacuum Excavation Services – Vacuum excavation services is to locate the accurate horizontal and vertical position of subsurface utilities by excavating a pothole using vacuum excavation techniques and equipment that is non-destructive to utilities. In performing vacuum excavations services, SAM will:

- Provide up to 2 days of vacuum excavation services within only the West Area shown in the attached Exhibit A. The exact number and dimensions of excavations required will be determined after the designating effort on the first day.
- Excavation areas will be surveyed by SAM.
- Provide all equipment, personnel and supplies required to perform potholing services. SAM shall determine which equipment, personnel and supplies are required to perform such services.
- Excavate to expose utilities to be measured in such a manner that ensures the safety of the excavation and the integrity of the utility to be measured. In performing such excavations, SAM shall comply with applicable utility damage prevention laws. Excavations will be performed using specially developed vacuum excavation equipment that is non-destructive to existing facilities. If contaminated soils are discovered during the excavation process, SAM will notify the Client.
- Furnish and install survey markers directly above the centerline of utility structure.
- Investigate, evaluate, measure and record:
 - Actual depth to top of utility referenced to a survey marker installed directly above the centerline of the exposed utility structure.
 - Outside diameter of utility and configuration of non-encased, multi conduit systems, when possible.



- Backfill around the exposed facility using excavated material, compacted in six inch lifts.
- In grass and landscape areas, restoration shall be as reasonably possible to the condition that existed prior to excavation.
- All areas where excavation is required shall be accessible by standard driving with vacuum excavation vehicle.
- Excavation locations will be excavated to depth of utility or impenetrable rock layer. Excavations deeper than 8 feet may be subject to additional fees based on production impacts.

PROJECT DELIVERABLES

A 2D AutoCAD or DGN file depicting all designated utilities will be prepared for this project. No hardcopy deliverables will be prepared for the utility mapping portion of the project. The utilities shown in the CAD deliverable will be referenced by the type of utility, color coded to American Public Works Association standards. A PDF summary sheet of all data relating to the excavation work will be provided.

PROJECT SCHEDULE

SAM will start the designating service described previously within fifteen (15) working days from the notice to proceed and approval of any badging or clearance requirements for site access. The designating field work is estimated to be complete in one (1) day, the excavation services in approximately two (2) days and the office processing is expected to be completed in fifteen business (15) days following completion of the field work and receipt of electronic file of 2D planimetric mapping. The project schedule does not reflect inclement weather or work stoppage beyond the control of SAM.

FEE SCHEDULE

The utility mapping and vacuum excavation cost not to exceed fee for the above scope and assumptions will be billed time and materials per the attached fee sheet.

Description	Total
Utility Mapping and Excavation Services	\$16,762.80

Thank you for the opportunity to provide you with this scope of service and associated fee. We are looking forward to working with you on this important project. If there are any questions concerning the information presented or if we can be of additional assistance please feel free to contact us.

As an optional additional service, SAM also proposes to provide surveying services for the project:

I. ASSUMPTIONS

The following assumptions were made during preparation of this scope of services and fee estimate. If these assumptions do not prove correct, it may require the negotiation of a supplemental agreement:

- Access to the property will be provided by the Client.
- Elevations of the survey will be based upon the benchmark noted as TBM #1 on Topographic Survey prepared by Landmark Surveying, LP, dated November 14, 2014.
- Existing benchmark is assumed to be still existing and accessible.
- All survey work will be performed on one (1) site visit.



II. BENCHMARK/ELEVATION SURVEY

SAM will perform a survey of the above stated acreage. The boundary survey services will include the following:

- All services will be directed by a Texas Registered Professional Land Surveyor (R.P.L.S.).
- SAM will recover the existing benchmark TBM #1 as noted on the Topographic Survey by Landmark Surveying, LP, dated November 14, 2014, as provided to SAM by the client.
- SAM will hold this benchmark and survey elevations to at the existing building at 2571 North Earl Rudder Freeway. Elevations will be obtained at the finished floor at the West Entrance (at the Porte Cochere) and at the Front Entrance on the North side of the building. Elevations at other identifiable locations shown on the Topographic Survey will be obtained as a check to the survey.
- SAM will prepare a written Survey Report of our findings and determinations of the survey.
- Deliverables:
 - Signed and sealed Surveyor's Report.

III. SCHEDULE

Surveying services outlined herein will commence within ten (10) business days written authorization to proceed has been given. The Client will be notified and a revised schedule will be negotiated if other factors such as inclement weather or other factors beyond our control occur that significantly affect the schedule as outlined above.

IV. COST OF SERVICES

SAM, LLC will perform the surveying services outlined herein on a Lump Sum basis. The estimated cost of this work is:

Description	Total
Benchmark/Elevation Survey	\$1,843.92

Mobilization				
Direct Labor	# OF UNITS	UNIT	COST/UNIT	AMOUNT
<i>Project Manager</i>	2	Hrs.	\$ 168.00	\$ 336.00
<i>Field Operations Manager</i>	2	Hrs.	\$ 154.00	\$ 308.00
<i>EIT</i>	2	Hrs.	\$ 105.00	\$ 210.00
<i>Field Coordinator (SUE)</i>	1	Hrs.	\$ 105.00	\$ 105.00
<i>2-Man Designating Crew</i>	6	Hrs.	\$ 178.00	\$ 1,068.00
SUBTOTAL Direct Labor	13	Hrs.		\$ 2,027.00
DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT	AMOUNT
<i>Mobilization (230 Mile Rnd. Trip - 2 Vehicles)</i>	460	Mile	\$ 0.58	\$ 266.80
SUBTOTAL DIRECT EXPENSES				\$ 266.80
TOTAL ESTIMATED FEE				\$ 2,293.80

Designation				
Direct Labor	# OF UNITS	UNIT	COST/UNIT	AMOUNT
Project Manager	4	Hrs.	\$ 168.00	\$ 672.00
Field Operations Manager	4	Hrs.	\$ 154.00	\$ 616.00
EIT	5	Hrs.	\$ 105.00	\$ 525.00
Engineering Technician	4	Hrs.	\$ 110.00	\$ 440.00
Field Coordinator (SUE)	1	Hrs.	\$ 105.00	\$ 105.00
2-Man Designating Crew	8	Hrs.	\$ 178.00	\$ 1,424.00
SUBTOTAL Direct Labor	26	Hrs.		\$ 3,782.00
DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT	AMOUNT
Geophysical Locating Equipment	6	Hour	\$ 3.50	\$ 21.00
GPS System (Survey)	3	Hour	\$ 25.00	\$ 75.00
Vehicle Mileage (10 Local Miles./Day)	20	Mile	\$ 0.58	\$ 11.50
Per Diem	2	Day	\$ 56.00	\$ 112.00
Hotel	2	Day	\$ 101.00	\$ 202.00
SUBTOTAL DIRECT EXPENSES				\$ 421.50
TOTAL ESTIMATED FEE				\$ 4,203.50

Vacuum Excavation				
Direct Labor	# OF UNITS	UNIT	COST/UNIT	AMOUNT
<i>Project Manager</i>	6	<i>Hrs.</i>	\$ 168.00	\$ 1,008.00
<i>Field Operations Manager</i>	5	<i>Hrs.</i>	\$ 154.00	\$ 770.00
<i>EIT</i>	12	<i>Hrs.</i>	\$ 105.00	\$ 1,260.00
<i>Engineering Technician</i>	8	<i>Hrs.</i>	\$ 110.00	\$ 880.00
<i>Field Coordinator (SUE)</i>	2	<i>Hrs.</i>	\$ 105.00	\$ 210.00
<i>2-Man Vac Ex Crew</i>	20	<i>Hrs.</i>	\$ 178.00	\$ 3,560.00
SUBTOTAL Direct Labor	53	Hrs.		\$ 7,688.00
DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT	AMOUNT
<i>Vac Truck</i>	20	<i>Hour</i>	\$ 85.00	\$ 1,700.00
<i>Geophysical Locating Equipment</i>	2	<i>Hour</i>	\$ 3.50	\$ 7.00
<i>GPS System (Survey)</i>	2	<i>Hour</i>	\$ 25.00	\$ 50.00
<i>Imported Backfill</i>	2	<i>Yd</i>	\$ 65.00	\$ 130.00
<i>Water</i>	3	<i>Load</i>	\$ 5.50	\$ 16.50
<i>Vehicle Mileage (20 Local Miles/Day)</i>	80	<i>Mile</i>	\$ 0.58	\$ 46.00
<i>Per Diem</i>	4	<i>Day</i>	\$ 56.00	\$ 224.00
<i>Hotel</i>	4	<i>Day</i>	\$ 101.00	\$ 404.00
SUBTOTAL DIRECT EXPENSES				\$ 2,577.50
TOTAL ESTIMATED FEE				\$ 10,265.50

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EXHIBIT B-3

LIST OF PSP'S PROJECT MANAGER AND SUBCONTRACTORS

**PSP'S LIST OF PSP PROJECT
MANAGER AND
SUBCONTRACTORS**

A. Sr. Project Manager:	P. Gregory Schmidt 4801 Southwest Parkway, Bldg.2 Suite 100 Austin, Texas 78735 512-447-0575
B. Project Manager	Ashlin Day 4801 Southwest Parkway, Bldg.2 Suite 100 Austin, Texas 78735 512-895-5053